WR Grace

SR00000756

Bankruptcy Form 10

Index Sheet

Claim Number: 00015160

Receive Date: 02/10/2003

Multiple Claim Reference

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

Claim Number _____

- ☐ MMPOC Medical Monitoring Claim Form
- ☐ PDPOC Property Damage
- ☐ NAPO Non-Asbestos Claim Form
- ☐ Amended

Attorney Information

Firm Number:

Firm Name:

Attorney Number:

Attorney Name:

Zip Code:

Cover Letter Location Number:

Attachments Medical Monitoring	Attachments Property Damage	Non-Asbestos
☐ TBD	☐ TBD	☒ Other Attachments
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
☐ TBD	☐ TBD	
	☐ Other Attachments	
Other	☐ Non-Standard Form	
	☐ Amended	
	☐ Post-Deadline Postmark Date	

B10 (Official Form 10) (Rev. 04/01)

UNITED STATES BANKRUPTCY COURT
For the District of Delaware

PROOF OF CLAIM

In re: W. R GRACE

Case Number: 01-1139

NOTE: This claim should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Creditor Name (Person or entity debtor owes): HARRINGTON TOOLS INC.
Address Line 1: 4316 Alger St.
Address Line 2: 5440 San Fernando Rd. W.
Address Line 3:
City, ST ZIP: LOS Angeles CA. 90039

☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach Copy of statement giving particulars.

☐ Check box if you have never received any notices from the bankruptcy court in this case.

☐ Check box if the address differs from the address on the envelope sent to you by the court

THIS SPACE IS FOR COURT USE ONLY

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR:

Check here if this claim ☐ replaces ☐ amends a previously filed claim dated: _____

1. BASIS FOR CLAIM
☐ Goods sold ☐ Personal injury/wrongful death ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
☐ Services performed ☐ Taxes ☐ Wages, salaries, and compensation (Fill out below)
Your social security No. _____
☐ Money loaned ☒ Other (Describe Briefly)
Unpaid compensation for services performed from _____ (date) to _____ (date)
ASBESTOS CONTAMINATION

2. Date Debt Incurred: (MMDDYY) 04 23 02

3. If Court Judgment, Date Obtained:

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

☐ SECURED CLAIM
Attach evidence of perfection of security interest
Brief Description of Collateral:
☐ Real Estate ☐ Motor Vehicle ☐ Other (Describe briefly)

Amount of arrearage and other charges at time case filed included in secured claim above, if any $ _____

☐ UNSECURED NONPRIORITY CLAIM
A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

☐ UNSECURED PRIORITY CLAIM - Specify the priority of the claim.
☐ Wages, salaries, or commissions (up to $4,650), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3)
☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4)
☐ Up to $2,100 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
☐ Taxes or penalties of governmental units - 11 U.S.C. § 507 (a)(7)
☒ Other - Specify applicable paragraph of 11 U.S.C. § 507(a) _____

5. AMOUNT OF CLAIM AT TIME CASE FILED:
(Secured) _____ (Unsecured Nonpriority) _____ (Unsecured Priority) 1125 4 7.63

☐ Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

7. SUPPORTING DOCUMENTS: *Attach copies of supporting documents*, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.

THIS SPACE IS FOR COURT USE ONLY

Date: 1-27-03

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)
Michelle Harrington MICHELLE HARRINGTON (Pres.)

Penalty for presenting fraudulent claim: Fine of up to $500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

REC'D FEB 10 2003

WR Grace BF.50.200.9983
00015160
SR=756

HARRINGTON TOOLS, INC.

P.O. Box 39879 Los Angeles CA 90039
in CA (323) 245-2142
Outside CA (800) 331-6291
Fax (818) 500-8378

January 27, 2003

W. R. GRACE CLAIM
ITEMIZED STATEMENT

C.E.S. (Controlled Environmental Services)	$97,400.00
National Ready Mix	$1,280.60
National Ready Mix	$701.46
S.R. Concrete Pumping	$227.00
S.R. Concrete Pumping	$195.00
Hunt, Ortman, Blasco (Legal Fees)	$12,042.11
Total	$112,547.63

CUSTOMER

TIME REQUESTED

NATIONAL READY MIXED CONCRETE CO.

GLENDALE PLANT

4549 BRAZIL STREET • LOS ANGELES, CA 90039

(818) 243-4243

DELIVERY TICKET

WEIGHMASTER CERTIFICATE

No. 9 59197

SOLD TO: [illegible]

SHIP TO: [illegible]

19108

C/S:

TIME	MAP PAGE	LOAD SIZE	YARDS ORDERED	SPECIAL INSTRUCTIONS			PLANT/TRANSACTION
[illegible]	[illegible]	[illegible]	10.00	GENERAL			[illegible]
DATE	**P.O. / JOB #**	**LOAD #**	**YARDS DEL.**	**DRIVER**	**TRUCK #**	**SLUMP**	**TICKET NUMBER**
04-15-02		1	[illegible]	[illegible]	[illegible]	[illegible]	[illegible]

NOTICE: PROPOSITION 65

WARNING: Chemicals known to the State of California to cause cancer, birth defects or other reproductive harm may be found in various products that you have purchased from National Ready Mixed Concrete Company. Please read and follow directions carefully and use extreme care when handling or using all such products. Please read additional information contained in item #6 on the back of this notice.

CONCRETE is a PERISHABLE COMMODITY and BECOMES the PROPERTY of the PURCHASER UPON BATCHING at the PLANT. ANY CHANGES or CANCELLATION of ORIGINAL INSTRUCTIONS MUST be TELEPHONED to the OFFICE BEFORE LOADING STARTS.

Seller is not responsible for reactive aggregate, nor the consequences thereof such as popping, cracking and/or checking. Moreover, Seller is not responsible for discoloring of concrete or color quality.

WEIGHMASTER CERTIFICATE

THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

X [illegible]

Excessive Water is Detrimental to Concrete Performance.
Water Added By Request / Authorized by

_____ Gal. X _____
CUSTOMER/CUSTOMER'S AGENT

ON SITE ADDITIONS: ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IS AT CUSTOMERS RISK.

ATTENTION

NOTICE: READ IMPORTANT INFORMATION ON OTHER SIDE WHICH IS INCORPORATED HEREAT BY THIS REFERENCE. THE SIGNATURE OF THE UNDERSIGNED INDICATES THAT HE HAS READ THE HEALTH WARNING NOTICE ON THIS PAGE AND AGREES WITH THE TERMS AND CONDITIONS ON THE FRONT AND REAR OF THIS DOCUMENT, INCLUDING BUT NOT LIMITED TO THE WARRANTY WAIVERS AND DISCLAIMERS.

X [illegible]
CUSTOMER / CUSTOMER'S AGENT

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10.00 CY	6P515	2500 3/8" DP/PIP 5/00	64.00	640.00
		ENVIRONMENTAL FEE		8.00

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING
LEFT PLANT	**ARRIVED JOB**	**START UNLOADING**
TOTAL ROUND TRIP	**TOTAL AT JOB**	**UNLOADING TIME**

DELAY EXPLANATION / CYLINDER TEST TAKEN

1. JOB NOT READY
2. SLOW POUR
3. TRUCK AHEAD ON JOB
4. CONTRACTOR BROKE DOWN
5. ADDED WATER
6. TRUCK BROKE DOWN
7. ACCIDENT
8. CITATION
9. OTHER

CYLINDER TAKEN? Y N

4 MINUTES PER YARD FREE UNLOADING TIME ALLOWED. ADDITIONAL UNLOADING TIME CHARGED AT CURRENT PREVAILING RATES.

A $25.00 Service Charge will be collected on all returned checks.

TIME ALLOWED
TIME DUE
DELAY TIME

SALES TAX	[illegible]
TICKET TOTAL	[illegible]
SUB TOTAL	[illegible]
DELAY CHARGES	
ADDITIONAL CHARGE	
GRAND TOTAL ➤	

PO 4-25-02
CK#6753

CUSTOMER

TIME REQUESTED

NATIONAL READY MIXED CONCRETE CO.

GLENDALE PLANT

4549 BRAZIL STREET • LOS ANGELES, CA 90039

(818) 243-4243

DELIVERY TICKET

WEIGHMASTER CERTIFICATE

No. 9 59078

SOLD TO: HARRINGTON HOMES

SHIP TO: 15 151 5460 SAN FERNANDO RD WES
T GLN

C/S:

TIME	MAP PAGE	LOAD SIZE	YARDS ORDERED	SPECIAL INSTRUCTIONS			PLANT/TRANSACTION
09:43:46	5660A	10.00	10.00	GENERAL			959078
DATE	**P.O. / JOB #**	**LOAD #**	**YARDS DEL.**	**DRIVER**	**TRUCK #**	**SLUMP**	**TICKET NUMBER**
04-23-02		1	10.00	9029	0028	4.00	959078

NOTICE: PROPOSITION 65

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Seller is not responsible for reactive aggregate, nor the consequences thereof such as popping, cracking and/or checking. Moreover, Seller is not responsible for discoloring of concrete or color quality.

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THIS IS TO CERTIFY that the following described commodity was weighed, measured, or counted by a weighmaster, whose signature is on this certificate, who is a recognized authority of accuracy, as prescribed by Chapter 7 (commencing with Section 12700) of Division 5 of the California Business and Professions Code, administered by the Division of Measurement Standards of the California Department of Food and Agriculture.

X SHER SAHAN

Excessive Water is Detrimental to Concrete Performance.
Water Added By Request / Authorized by

_____ Gal. X _____
CUSTOMER/CUSTOMER'S AGENT

ON SITE ADDITIONS: ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IS AT CUSTOMERS RISK.

ATTENTION

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X [illegible]
CUSTOMER / CUSTOMER'S AGENT

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
10.00 CY	62915	2500 3/8" pp/pIP 5/0	64.00	640.00
		ENVIRONMENTAL FEE		8.00

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING	DELAY EXPLANATION / CYLINDER TEST TAKEN	TIME ALLOWED
			1. JOB NOT READY 2. SLOW POUR 3. TRUCK AHEAD ON JOB 4. CONTRACTOR BROKE DOWN 5. ADDED WATER 6. TRUCK BROKE DOWN 7. ACCIDENT 8. CITATION 9. OTHER	
LEFT PLANT	**ARRIVED JOB**	**START UNLOADING**		**TIME DUE**
9 65	10 00		CYLINDER TAKEN? Y N	
TOTAL ROUND TRIP	**TOTAL AT JOB**	**UNLOADING TIME**	4 MINUTES PER YARD FREE UNLOADING TIME ALLOWED. ADDITIONAL UNLOADING TIME CHARGED AT CURRENT PREVAILING RATES.	**DELAY TIME**
			A $25.00 Service Charge will be collected on all returned checks.	

SALES TAX	53.46
TICKET TOTAL	~~701.46~~
SUB TOTAL	701.46
DELAY CHARGES	
ADDITIONAL CHARGE	
GRAND TOTAL ➤	

CUSTOMER

TIME REQUESTED

NATIONAL READY MIXED CONCRETE CO.

GLENDALE PLANT

4549 BRAZIL STREET • LOS ANGELES, CA 90039

(818) 243-4243

DELIVERY TICKET

WEIGHMASTER CERTIFICATE

No. 9 59084

SOLD TO: [illegible]

SHIP TO: [illegible]
[illegible] SAN FERNANDO RD [illegible]
T GLN

[illegible] 106 C/S:

TIME	MAP PAGE	LOAD SIZE	YARDS ORDERED	SPECIAL INSTRUCTIONS			PLANT/TRANSACTION
[illegible]	[illegible]	06.00	[illegible]	GENERAL			959084
DATE	**P.O. / JOB #**	**LOAD #**	**YARDS DEL.**	**DRIVER**	**TRUCK #**	**SLUMP**	**TICKET NUMBER**
[illegible]		[illegible]	18.00	[illegible]	[illegible]	4.00	[illegible]

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X [illegible]

Excessive Water is Detrimental to Concrete Performance.
Water Added By Request / Authorized by

_____ Gal. X _____
CUSTOMER/CUSTOMER'S AGENT

ON SITE ADDITIONS: ADDITIONAL WATER ADDED TO THIS CONCRETE WILL REDUCE ITS STRENGTH. ANY WATER ADDED IS AT CUSTOMERS RISK.

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X _____
CUSTOMER / CUSTOMER'S AGENT

QUANTITY	CODE	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
8.00 CY	66515	4500 3/8" DP/SIP 5/00	64.00	512.00
		ENVIRONMENTAL FEE		8.00
		MINIMUM LOAD CHARGE		15.00

RETURNED TO PLANT	LEFT JOB	FINISH UNLOADING
LEFT PLANT	ARRIVED JOB	START UNLOADING
10 [illegible]	11 [illegible]	11 [illegible]
TOTAL ROUND TRIP	TOTAL AT JOB	UNLOADING TIME

DELAY EXPLANATION / CYLINDER TEST TAKEN

1. JOB NOT READY
2. SLOW POUR
3. TRUCK AHEAD ON JOB
4. CONTRACTOR BROKE DOWN
5. ADDED WATER
6. TRUCK BROKE DOWN
7. ACCIDENT
8. CITATION
9. OTHER

CYLINDER TAKEN? Y N

4 MINUTES PER YARD FREE UNLOADING TIME ALLOWED. ADDITIONAL UNLOADING TIME CHARGED AT CURRENT PREVAILING RATES.

A $25.00 Service Charge will be collected on all returned checks.

TIME ALLOWED
TIME DUE
DELAY TIME

SALES TAX	44.14
TICKET TOTAL	579.14
SUB TOTAL	1280.60
DELAY CHARGES	
ADDITIONAL CHARGE	
GRAND TOTAL ➤	

Pd 4-23-03
CK# 6739

SR CONCRETE PUMPING 462222
P.O. BOX 12181
LA CRESCENTA, CA 91224
(818) 352-3288
(877) POUR MUD

Customer's Order No. Date 4/24 20 02

Name

Address 5460 San Fernando

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Set up		125
10	yards	7	70
	Paid		195
	Cash		

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd by

SR CONCRETE PUMPING 462218
P.O. BOX 12181
LA CRESCENTA, CA 91224
(818) 352-3288
(877) POUR MUD

Customer's Order No. Date 4-28-05

Name

Address 5440 SW Serrano

SOLD BY	CASH	C.O.D.	CHARGE	ON ACCT.	MDSE. RETD.	PAID OUT

QUAN.	DESCRIPTION	PRICE	AMOUNT
1	Set up		150
11	Yards		77
	Wex X Hose		
			227
	Time on job 3 hrs	PCC-23.02	
		Ck# 6740	

ALL claims and returned goods MUST be accompanied by this bill.

Rec'd by

Date: 02/11/2002

www.cesasbestos.com

PROPOSAL AND CONTRACT

PROPOSAL SUBMITTED TO:
HARRINGTON TOOLS
5440 SAN FERNANDO RD. WEST
LOS ANGELES, CA 90039
Bid #9159

JOB SITE:
BUILDING 2 (HARRINGTON TOOLS)
5440 SAN FERNANDO RD. WEST
LOS ANGELES, CA 90039

We propose to furnish all **labor, materials and permit/registration fees** necessary to perform asbestos abatement in accordance with all EPA, DOSH, LAFD and SCAQMD regulations as follows:

SCOPE OF WORK:

1. Notification of job start to all governing agencies.
2. Isolation of work areas.
3. Utilization of filtered negative air pressure and decontamination facilities.
4. **Removal of asbestos contaminated soil and building materials:**
   A. **Asbestos contaminated dirt from behind building 2, along rail tracks and from behind east side of building, following EPA guidelines of a 1 foot depth. This work will be performed under procedure 4 or 5 guidelines of S.C.A.Q.M.D.**
   B. **Thorough HEPA vacuuming and wet wiping of all walls and ceilings in building 2. In addition, all visually contaminated shelving, equipment, machinery and horizontal surfaces, excluding floors.**
   C. **Thorough HEPA vacuuming and wet wiping of all walls and ceilings in plastics building. In addition, all visually contaminated shelving, equipment, machinery and horizontal surfaces, excluding floors**
5. Decontamination of work areas.
6. Encapsulation of abated work area.
7. Disposal of asbestos waste at an EPA approved landfill.
8. PCM air monitoring prior to, during, and after abatement.

TOTAL BID PRICE: A. $11,920.00 B. $49,315.00 C. $36,165.00
Includes Air Clearances by Third Party Hygienist

PAYMENT TERMS: 10% Mobilization Fee, balance due upon completion.
Note: C.E.S. will charge an interest rate of 15% per annum, for any late payments.

Respectfully submitted,

Larry Enos

CONTROLLED ENVIRONMENTAL SOLUTIONS
14736 Arminta St. • Van Nuys, CA 91402 • 818.787.8935 • fax: 818 989.5994 • email: cesenviro@earthlink.net • www.cesasbestos.com
California Lic.# 602880 • Nevada Lic.# 0050747 • Cal OSHA # 324

Terms and Conditions

The Scope: C.E.S. will supply labor, materials and equipment to complete work as referenced herein in accordance with current regulations.

Guarantee: C.E.S. warrants that for a period of one year from the date of completion of the work, it will repair or replace any work which is defective in materials or workmanship or consequential damages of any kind. Additionally, C.E.S. does not guarantee the performance of any material for other than those uses for which the material is intended. In no case shall C.E.S.'s liability exceed the product manufacturer's guarantee.

Insurance: C.E.S. will supply worker's compensation insurance for its employees in the forms and amount required by law. In addition, C.E.S. will supply general liability insurance described in a certificate of insurance (supplied to the customer upon request) with a combined single limit of $1,000,000.

Site Access: Customer agrees to insure that prior to any asbestos/lead abatement operations, the asbestos/lead control area and /or asbestos/lead storage area shall be vacated and shall remain closed to all persons (other than C.E.S. employees) for the duration of the project. In the event that any individual other than C.E.S. employees enters the asbestos/lead control area, Customer agrees that C.E.S. shall not be held liable for any claims relative to asbestos/lead exposure arising therefrom and that Customer will indemnify and defend C.E.S. from all such claims.

Payment: Payment in full is due upon satisfactory completion of work. Other arrangements must be made in writing in advance. A letter of clearance will not be issued until payment is received.

Cancellations: Customer may cancel contract within 72 hours after receipt of signed contract and receive a refund for the full amount of any mobilization fee. Refunded mobilization fees shall be in the form of a check payable to the Customer and shall be mailed within 10 days after cancellation of contract.

Changes and Extras: Customer may change the scope of work at any time and from time to time, including changes in scheduling, or performance requirement, in which case the contract price and completion date will be equitably adjusted. If C.E.S. files a 20 Day Preliminary Notice, and additional $50.00 will be charged to customer. If C.E.S. files a Mechanic's Lien Notice, an additional $200.00 will be charged to customer.

Supplied Property: Whenever the Customer, it's employees, and subcontractors (other than C.E.S.) use ladders, scaffolding, tools, vehicles, equipment and property of any kind either owned or rented by C.E.S. Customer shall indemnify and hold C.E.S. harmless from any and all claims, demands, damages, causes of action and suits of whatsoever nature and kind arising out of or connected with the use of such ladders, scaffolding, tools, vehicles, equipment or property, except when caused by the sole active negligence of C.E.S.

Different Site Conditions: If C.E.S. encounters subsurface or latent physical conditions at the site, differing materially from those indicated in the bid documents, or unknown physical conditions at the site, differing materially from those indicated in the bid documents, or unknown physical conditions at the site of so unusual nature, C.E.S. will notify the Customer. If such conditions cause and increase or decrease in the cost of, or time required for the performance of any part of the work an equitable adjustment in price shall be made and the contract time modified accordingly. (Note: Phone quotes are subject to field verification.) C.E.S. is not liable for damage to any wiring not enclosed in approved conduit.

Force Majeure: C.E.S. shall not be deemed to default nor be liable for damages for any failure or delay in performance of its work which arises out of causes beyond its reasonable control. Such causes may include, without limitation, acts of God or of the public enemy, acts of the government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, material shortages, or unusual severe weather. In the event the work is delayed by such causes, the time of performance will be extended accordingly.

Arbitration: Any controversy or claim arising out of this contract, or the breach thereof, of an amount less than $50,000.00 shall be settled by arbitration with a single arbitrator in accordance with the Constitution Industry Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by Arbitrator may be entered in any Court having jurisdiction thereof. If litigation ensues, the prevailing party will be entitled to attorney's fees and costs. If the defendant prevails in defending the actions and does not seek affirmative relief, they shall be considered the prevailing party.

Legal Effect: This proposal offers to the Customer the terms and conditions upon which C.E.S. will perform the work described herein and is made without regard to any of the provisions in the Bid Documents not expressly incorporated herein by reference or otherwise agreed to in writing signed by C.E.S. Upon acceptance, the proposal will represent the entire agreement of the parties with regard to performance of any payment of the work.

NOTICE

Under the mechanic's lien law, any contractor , subcontractor, laborer, supplier or other person who helps to improve your property but is not paid for his work or supplies, has a right to enforce a claim against your property. This means that after a court hearing, your property could be sold by a court officer and proceeds of the sale used to satisfy the indebtedness. This can happen even if you have paid your own contractor in full, if the subcontractor, laborer, or supplier remains unpaid.

PLEASE NOTE: *Water and power to be provided by client. Not responsible for pre-existing contamination from previous damage to asbestos containing materials. CES will not be responsible for damage to building, such as: walls, wall fixtures, wall coverings, paneling, paint, molding, floors, floor coverings, ceilings, ceiling fixtures, ceiling coverings, wiring not in approved conduit or any structural framing. CES will make their best effort and take all reasonable precautions to preserve the condition of these items. Because of the nature of the work and procedures of removal, which are mandated by public law, we will not accept responsibility for damages. CES will try to minimize vapors, but cannot be responsible for any fumes or odors from governmentally approved chemical or solvent either during or after abatement. Please allow 15 calendar days after contract signing for agency notifications and scheduling.*

ACCEPTANCE OF PROPOSAL

PROPOSAL SUBMITTED TO:
HARRINGTON TOOLS
5440 SAN FERNANDO RD. WEST
LOS ANGELES, CA 90039

JOB SITE:
BUILDING 2 (HARRINGTON TOOLS)
5440 SAN FERNANDO RD. WEST
LOS ANGELES, CA 90039

The price, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.

PRINT NAME: Michelle Harrington

SIGNATURE: Michelle Harrington

TITLE: President

DATE: 3-11-02

BID #: 9159 LE

BID PRICE: A. $11,920.00 B. $49,315.00 C. $36,165.00
Includes Air Clearances by Third Party Hygienist

Job will not be started until receipt of signed contract and any mobilization fee.

CONTROLLED ENVIRONMENTAL SOLUTIONS
14736 Arminta St. • Van Nuys, CA 91402 • 818.787 8935 • fax: 818.989.5994 • email: cesenviro@earthlink.net • www.cesasbestos.com
California Lic.# 602880 • Nevada Lic.# 0050747 • Cal OSHA # 324

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC.
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON OOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

March 12, 2002

Account # 0150.002

Invoice # 16338

In Reference To: ZONOLITE

Professional Services

		Hours	Amount
2/5/2002 REB	Telephone conference with client re facts, potential defendants and course of action.	0.60	180.00
2/13/2002 REB	Review document re acquisition of the property, grant deed and portions of the report from EPA. Two telephone conferences with client.	2.00	600.00
2/14/2002 REB	Research re minerals, deposit of hazardous materials, trespass and nuisance claims. Recovery of attorneys fees in action against Southern Pacific in dealing with the EPA. Review revised grant deed from Southern Pacific to Harrington Tools. Begin preparation of letter to Southern Pacific. Research re property left on land as trespass.	3.80	1,140.00
2/15/2002 REB	Revise letter to Southern Pacific Transportation Company. Draft fax to client re draft.	0.30	90.00
2/19/2002 REB	Revise and finalize letter. Investigation re merger of Southern Pacific and Union Pacific, and proper parties to receive letter. Telephone conference with client re letter and additional information re EPA employees to get notice.	0.80	240.00
2/21/2002 REB	Telephone call from attorney Cox for EPA in San Francisco. Telephone call from Union Pacific.	0.40	120.00
2/22/2002 REB	Telephone conference with attorney Cox at EPA. Telephone conference with client re Sunland Chemical. Telephone conference with Ernie. Telephone conference wth general counsel for Union Pacific.	1.10	330.00

Pd 8-14-02
CK#17235

			Hours	Amount
2/25/2002	REB	Research re asbestos issues and issuance of coverage for property damage.	1.80	540.00
2/26/2002	REB	Research re insurance issues and potential for coverage of cleanup costs under the property profile and the CGL policy. Telephone conference with client re Sunland response, insurance policies and notification of employees and provision of protective gear.	2.10	630.00
2/27/2002	REB	Insurance issues.	0.30	90.00
		For professional services rendered	13.20	$3,960.00
		Additional Charges :		
2/28/2002		LEXIS RESEARCH Lexis Research (February)		216.20
		Total costs		$216.20
		Total amount of this bill		$4,176.20
		Balance due		$4,176.20

Please return yellow copy of invoice with your remittance.

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC.
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON TOOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

April 12, 2002

Account # 0150.002

Invoice # 16733

In Reference To: ZONOLITE

Professional Services

			Hours	Amount
3/1/2002	REB	Draft letter to Sunland Chemical.	0.40	120.00
3/4/2002	REB	Review and revise letter to Sunland Chemcial. Telephone conference with Robert Bylsma, general counsel for Union Pacific. Research re points raised by Bylsma regarding indemnity obligation for hazardous materials as overriding exception in deed for minerals.	1.30	390.00
3/5/2002	REB	Revise letter to Sunland. Telephone conference with client re discussions with Union Pacific's counsel and letter to Sunland.	0.70	210.00
3/6/2002	REB	Telephone conference with client re letter and additional facts.	0.20	60.00
3/7/2002	REB	Telephone conference with client.	0.30	90.00
3/8/2002	REB	Revise and finalize letter to Sunland.	0.60	180.00
3/14/2002	REB	Review and analysis of Hartford policy and scope of coverage, types of coverage, or exclusion, exceptions to exclusions and exceptions to exceptions.	3.10	930.00
3/15/2002	REB	Telephone conference with client re additional facts. Prepare letter to Sunland. Prepare conclusions re coverage for business interpretation and contaminants.	1.90	570.00
3/18/2002	REB	Revise and finalize letter to Sunland. Review portion of EPA report.	0.20	60.00

		Hours	Amount
	For professional services rendered	8.70	$2,610.00
	Additional Charges :		
3/29/2002	COPIES. COPY CHARGES		6.75
	FAX FAX CHARGES		18.00
	POSTAGES POSTAGE CHARGES		1.82
	Total costs		$26.57
	Total amount of this bill		$2,636.57
	Previous balance	Pd	($4,176.20)
	Balance due		~~$6,812.77~~ 2636.57

Please return yellow copy of invoice with your remittance.

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC.
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON TOOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

May 12, 2002

Account # 0150.002

Invoice # 17168

In Reference To: ZONOLITE

Professional Services

			Hours	Amount
4/18/2002	REB	Review Fireman's Fund insurance policy for coverage and analysis of any potential for coverage. Telephone call with Max Cohen at Sunland re use of vermiculite, cost and scope of cleanup on Sunlands property, and possibility of joining with Harrington to recovery its cost of remediation on its property.	1.80	540.00
4/23/2002	REB	Telephone call with client re Union Pacific, Hartford, Fireman's Fund, Sunland and WR Grace contact.	0.50	150.00
4/24/2002	REB	Prepare tender letter to Hartford Insurance Companies, and locate Hartfords address. Obtain and review most recent 10 K filed with the SEC re WR Grace, the asbestos claims and the filing of bankruptcy. Conference with Melissa Tong re obtaining information re Delaware Bankruptcy of WR Grace and information needed to locate case, counsel in Delaware, and filing a claim.	2.40	720.00
4/26/2002	MJT	Research bankruptcy case no., court, law firm referral to handle clean up/contamination matter.	1.30	221.00
	REB	Conference with Melissa re information on WR Grace and its bankruptcy.	0.20	60.00
4/29/2002	REB	Telephone conference with Robert Byslma recording written response to my letter dated February 19, 2002.	0.20	60.00
		For professional services rendered	6.40	$1,751.00

Additional Charges :

		Amount
4/30/2002	COPIES. COPY CHARGES	95.75
	Total costs	$95.75
	Total amount of this bill	$1,846.75
	Previous balance	$6,812.77
	Balance due	$8,659.52

Please return yellow copy of invoice with your remittance.

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC.
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON TOOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

June 12, 2002

Account # 0150.002

Invoice # 17639

In Reference To: ZONOLITE

Professional Services

			Hours	Amount
5/1/2002	REB	Research attorneys located in Delaware with Bankrupcty and Environmental experience, that are independent from WR Grace. Review article with names of responsible attorneys for EPA who are dealing with the cleanup of the individual sites. Research re mineral estates and responsibility of owner of mineral estate to cleanup hazardous wastes, including minerals, on the property.	3.40	1,020.00
5/7/2002	REB	Telephone conference with Thame Cox at the EPA re the asbestos removal work being done on the site. Telephone call to the client re who retained the contractor who is doing the removal work, how will he be paid, subdivision problem with the refinancing and alternative implemented by the bank to increase the line of credit, as opposed to refinancing the entire parcel.	0.60	180.00
5/15/2002	REB	Review and analysis of letter from Union Pacific. Begin preparation of letter to client re sources of reimbursement for costs of remediation. Research re specific provisions controlling over a general provision, and later documents (I.e. the Grant Deed) controlling over the Purchase Agreement. Telephone conference with client.	2.20	660.00
5/16/2002	REB	Research re general provision in Grant Deed superseded by conflicting special provision dealing with mineral. Analysis of fraud cause of action in respect to knowledge by Southern Pacific of asbestos on property (i.e. ore), but use of word 'ore' in Purchase Agreement and Grant Deed, rather than the word 'asbestos' or 'zonolite'. Complete the first draft of the letter to client. Review and revise draft of letter.	2.30	690.00

			Hours	Amount
5/17/2002	REB	Organize files and research re contract interpretation issues. Telephone conferences with Bankruptcy counsel in Delaware.	1.00	300.00
5/20/2002	REB	Review letter from Hartford Insurance Co. Review and revise letter to client.	0.60	180.00
5/21/2002	REB	Revise and finalize letter to client re status of matter, courses of action and suspected intentional misrepresentation re the failure to disclose the known existence to of asbestos on the property.	0.20	60.00
5/22/2002	REB	Telephone conference with client re acquisition of rail lines by Metro in 1990, and basis for responsibility of Union Pacific even though it does not currently own the property.	0.40	120.00
		For professional services rendered	10.70	$3,210.00
		Additional Charges :		
5/24/2002		COPIES. COPY CHARGES		14.25
		POSTAGES POSTAGE CHARGES		1.14
		Total costs		$15.39
		Total amount of this bill		$3,225.39
		Previous balance		$8,659.52
		Balance due		$11,884.91

Please return yellow copy of invoice with your remittance.

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON TOOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

July 12, 2002

Account # 0150.002

Invoice # 18231

In Reference To: ZONOLITE

Professional Services

		Hours	Amount
6/12/2002	REB Telephone conference with client re letter and decision re course of action.	0.20	60.00
	For professional services rendered	0.20	$60.00
	Additional Charges :		
6/1/2002	LEXIS RESEARCH Lexis Research (May)		37.20
	Total costs		$37.20
	Total amount of this bill		$97.20
	Previous balance		$11,884.91
	Balance due		$11,982.11

Please return yellow copy of invoice with your remittance.

HUNT, ORTMANN, BLASCO
PALFFY & ROSSELL, INC.
301 NORTH LAKE AVENUE, 7TH FLOOR
PASADENA, CA 91101-4107
(626) 440-5200

HARRINGTON TOOLS
P. O. Box 39879
Los Angeles CA 90039
Attn: Michelle Harrington

September 12, 2002

Account # 0150.002

Invoice # 19216

In Reference To: ZONOLITE

Professional Services

			Hours	Amount
8/28/2002	REB	Telephone conference with client re status of claim against Union Pacific.	0.20	60.00
		For professional services rendered	0.20	$60.00
		Previous balance		$11,982.11
8/20/2002		Payment - thank you. Check No. 17235		($4,176.20)
		Total payments and adjustments		($4,176.20)
		Balance due		$7,865.91

Please return yellow copy of invoice with your remittance.

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re. W R GRACE & CO , et al.
Case No 01-11139-(JKF)-11

DOCUMENTS APPENDED TO CLAIM

On May 19, 2006 document(s) were appended to Claim Numbers **15160, 6079 and 11298** for the following reason(s)

- ☒ Omnibus Withdrawal Notice
- ☐ New Supporting Documents
- ☐ Change of Address
- ☐ Withdrawal Notice
- ☒ Other Docket Number 12449 EOD 5/18/06

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF DELAWARE

In re.	)	Chapter 11
	)	
W R GRACE & CO , et al ,	)	Case No 01-1139 (JKF)
	)	(Jointly Administered)
	)	
Debtors	)	Re Docket No. 9315

ORDER WITHDRAWING OBJECTIONS TO CERTAIN CLAIMS

Upon consideration of the Debtors request for entry of an Order permitting them to withdraw their objections to certain claims, the Court hereby FINDS AS FOLLOWS.

1 On September 1, 2005, the Debtors filed their Fifteenth Omnibus Objection to Claims (the "15th Omnibus Objection") in which the Debtors sought to disallow and expunge certain claims including the following

Claimant Name	Claim Number
Harrington Tools, Inc	15160
Madison Complex, Inc	6079
C Douglas Meyers	11298

(Collectively the above claims are referred to as "the Claims")

2. The Debtors have discovered that although the Claims were filed on asbestos property damage claim forms or appeared to be claims for asbestos property damage, the Claims are not in fact traditional asbestos property damage claims but instead are environmental claims It was not the Debtors' intention to object to environmental claims as part of the 15th Omnibus Objection

3 As a result, the Debtors hereby seek to withdraw the objections to the Claims as set forth in the 15th Omnibus Objection This withdrawal, however, is without prejudice and the

Debtors reserve their right to object to the Claims on any grounds in the future upon proper notice and consistent with applicable law

WHEREFORE, IT HEREBY ORDERED

(i) The Debtors objections to the Claims outlined herein as set forth in the 15th Omnibus Objection are withdrawn

(ii) This withdrawal is without prejudice and the Debtors reserve their right to object to the Claims on any grounds in the future upon proper notice and consistent with applicable law

May 15, 2006

JK Fitzgerald

Honorable Judith K Fitzgerald
United States Bankruptcy Judge